

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Robinsons Inc. P.O. Box 7725 2808 N. Orange Ave. Orlando, FL 32854		2. Registration No. 3110
3. Name of foreign principal Dewe Rogerson, LTD. Re: Anguilla Department of Tourism	4. Principal address of foreign principal 4 Broad Street Place London, EC2 M7HE, England	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.
Not Applicable

b) Name and title of official with whom registrant deals.
Not Applicable

7. If the foreign principal is a foreign political party, state:

Not Applicable
a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal
Marketing Services and Public Relations

TERMINATED

FE 12-4-82

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal.... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal.. Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Dewe Rogerson, Ltd., has informed us "they have been appointed by the British Overseas Development Ministry to handle the Anguilla Tourism Marketing Project."

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.
The stockholders of the corporation, to the best of our knowledge.

Date of Exhibit A May 30, 1980	Name and Title Perry W. Sears Secretary/Treasurer	Signature <i>Perry W. Sears</i>
-----------------------------------	---	------------------------------------

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
Robinsons, Inc.

Name of Foreign Principal
Dewe Rogerson, Ltd.
Re: Anguilla Dept. of Tourism

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

TERMINATED

FE 12-9-82

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see each contract for detailed description of services we are providing.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We are providing marketing & promotional services with the objective of improving tourism for the above foreign principal. The nature of our services and activities are described in the attached contract(s).

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

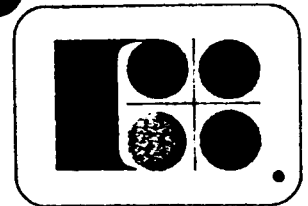
Robinsons Inc. Does not believe that the activities described in Paragraph 5, immediately above, constitutes "political activity" as defined in Section 1 (o) of the Act.

Date of Exhibit B
May 30, 1980

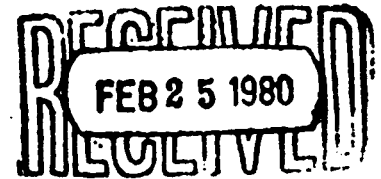
Name and Title
Perry W. Sears
Secretary/Treasurer

Signature
Perry W. Sears

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



ROBINSON S INC.



AGENCY OF RECORD AGREEMENT

PRESENTED TO

DEWE ROGERSON LIMITED

(Anguilla Department of Tourism)

BY

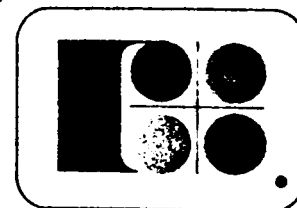
ROBINSONS INC.

ORLANDO, FLORIDA

NEW YORK, NEW YORK

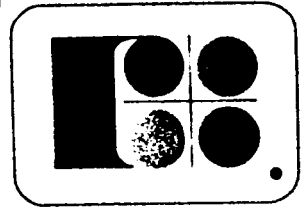
HOUSTON, TEXAS

LOS ANGELES, CALIFORNIA



I) ANNUAL AGENCY FEE

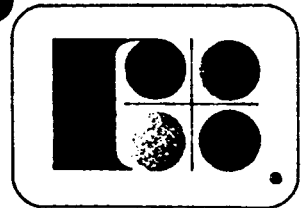
Executive time devoted to the preparation of marketing plans, positioning strategies, and general account management will be charged to the client in accord with an agency fee of ~~\$10,800.00 U.S.~~ ^{\$ 8839.00 U.K.} This fee is payable in equal monthly installments of ~~\$1,650.00 U.S.~~ ^{\$ 736.58 U.K.} each, commencing ~~September 1~~ ^{November 1}, 1979, with each installment due the 15th day of the month preceding the month against which the fee will be applied. Should the annual marketing budget be increased or decreased during the effective dates of this agreement, the fee shall be adjusted in proportion to the increase or decrease, but in no event shall be less than 75% of the fee recorded at the beginning of this paragraph. Furthermore, increases or decreases in the original budget shall be calculated at the conclusion of the twelfth month of this agreement and fee adjustments, if any, shall be made no later than the last day of the first month of the following budget year.



The agency fee does not cover production charges for print or broadcast advertising, collateral material, public relations programs, direct-mail programs, marketing research or audiovisuals/motion pictures.

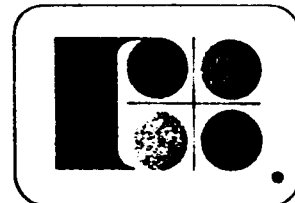
Charges for these items will be estimated and contracted on a project basis and billed to the client separately.

These charges will include, but not be limited to, creative direction, art direction, the preparation of layouts, illustrations, typography, photography, model selection and direction, photo services, and broadcast media production services.



II) MARKETING RESEARCH

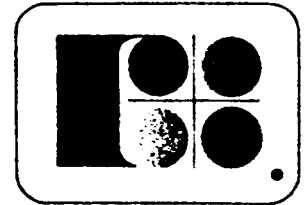
Marketing research projects performed by Robinsons are estimated and billed on an individual project basis or contracted annually on a fee basis. Payment terms for historical marketing research projects are 50% of contract value payable on contract signature, balance due on completion of the contracted project. Payment terms for continuing marketing research projects or special surveys are established with the client at the time of contract signature.



III) ADVERTISING

Charges for advertising placed by Robinsons on behalf of the client are billed to the client in accord with the published rate(s) of the specified medium. All print and broadcast media charges are billed to the client on the first day of the month preceding the specified media closing dates. These charges are billed at the published gross billing value of the specified medium and payment in full is due 10 days from the date of invoicing. In the event that payment of a given invoice is not received by Robinsons on or before the date due, it shall be Robinsons' option to decide whether or not the advertising specified in the invoice shall be placed. However, failure to place the advertising shall not abrogate the agency's right to be paid its fee and other charges covered by this agreement.

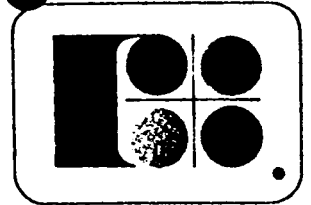
Adjusted media invoices will be prepared at the end of each media month to account for insertion changes, cash discounts, short rates and circulation rebates. Subsequent to final



settlement of these adjustments, Robinsons will rebate all media commissions directly to the client.

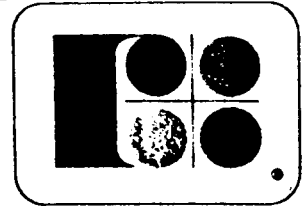
The client assumes full financial liability for all advertising space placed on its behalf by Robinsons.

The client will be the legal employer of all talent used in the production of advertising. Accordingly, the client must file social security and unemployment tax information, record information for both federal and state tax returns, and provide workman's compensation and disability coverage for all talent. Robinsons will make appropriate talent payments less various payroll taxes and deductions, and will bill the client for these payments at cost. The complete withholding record will be provided to the client by Robinsons to enable the client to make the necessary government and union payments.



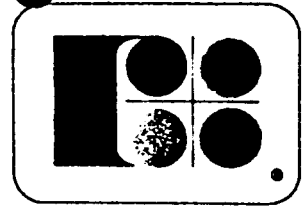
IV) ADVERTISING PRODUCTION AND CREATIVE SERVICES

Charges for the production of advertising and creative services are estimated and billed on an individual project basis. Payment terms for advertising production and creative services are 50% of contract value payable on contract signature, balance due on completion of contracted service(s).



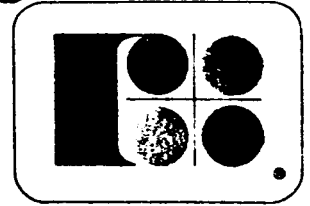
V) PUBLIC RELATIONS PROGRAMS

Public relations programs are estimated and billed on an individual project basis or contracted annually on a fee basis. Payment terms for public relations programs performed on a project basis are 50% of contract value payable on contract signature, balance due on completion of the contracted service(s). Payment terms for public relations programs performed on an annual basis are established with the client at the time of contract signature.



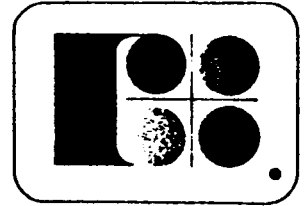
VI) DIRECT MAIL PROGRAMS

Charges for direct mail programs are estimated and billed on an individual project basis. Payment terms for direct mail programs are all estimated postage costs and 50% of materials and handling costs payable on contract signature, balance due on completion of the contracted program(s).



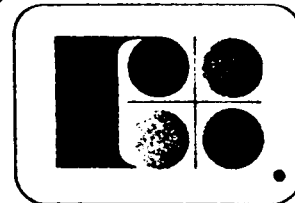
VII) AUDIOVISUAL/MOTION PICTURE PRODUCTIONS

Audiovisual/motion picture productions are estimated and billed on an individual project basis. Payment terms for audiovisual/motion picture productions are 35% of contract value payable on contract signature, 33% of contract value payable on submission of preliminary creative concepts, balance due on delivery of completed audiovisual(s)/motion picture(s).



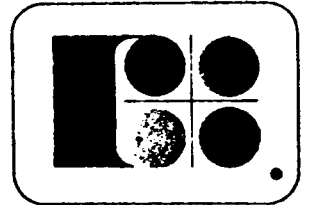
VIII) PRINTING

Charges for printing are estimated and billed on an individual project basis. Payment terms for printing services are 35% of contract value payable on contract signature, 35% of contract value payable on submission of color proof(s), balance due on notification of completed production.



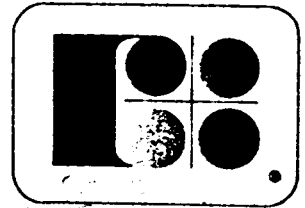
IX) INVENTORY CONTROL

No charges will be billed to the client for inventory control services for production materials and/or completed collateral produced and stored by Robinsons.



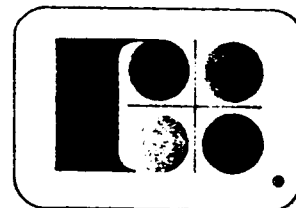
X) TRANSPORTATION AND MAINTENANCE EXPENSES

All transportation and maintenance expenses incurred by members of Robinsons' staff traveling to perform on behalf of the client are billed to the client at cost. Invoices for all transportation and maintenance expenses are payable when received.



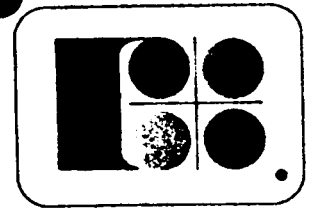
XI) TELEPHONE, TELEGRAPH, POSTAL AND PHOTOCOPYING CHARGES

All telephone, telegraph, and photocopying charges incurred in the course of agency/client communication are borne by the client and billed at cost. Postal charges incurred in routine correspondence with the client will be borne by Robinsons Inc. Any unusual postal charges incurred on the client's behalf (e.g., charges for express mail, special package delivery services, etc.) will be billed to the client at cost. Invoices for all telephone, telegraph, postal and photocopying charges will be prepared for the client on a monthly basis and are payable when received.



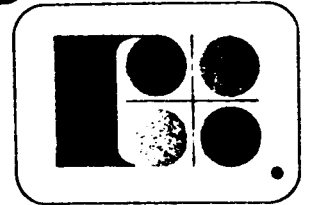
XII) TAXES

Any taxes paid on behalf of the client by Robinsons will
be billed to the client at cost.



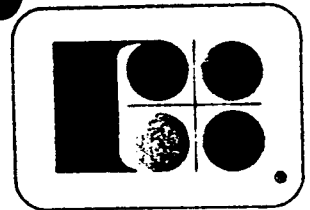
XIII) SHIPPING CHARGES

Shipping charges incurred by Robinsons on behalf of the client will be billed to the client at cost plus a handling surcharge in the amount of 17.65%. Shipping charges will be invoiced to the client on a monthly basis and are payable when received or deducted from advance shipping deposits.



XIV) ADDITIONAL SERVICES

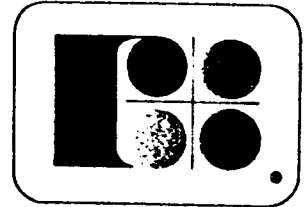
Charges and billing procedures for services other than those listed previously are agreed to in advance by Robinsons and the client.



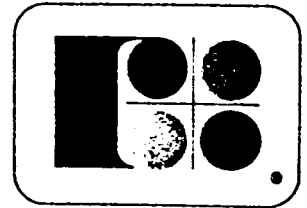
XV) GENERAL TERMS

Invoices for fees and/or other agency charges will be submitted to the client on the last day of each month and are due and payable on or before the 10th day of the following month. Any invoices for which Robinsons has not received payment by the specified due date shall be subject to an additional service charge computed at the rate of 1 $\frac{1}{2}$ % per month effective from the due date of the invoice until the date payment is received by Robinsons. However, this provision shall not apply to the invoiced amounts which the client has reason to question. If any such questions are not submitted in writing by the client to Robinsons within 10 days from the receipt of the appropriate invoice, the amount of that invoice shall be presumed to have been approved by the client.

The client agrees to hold Robinsons Inc. harmless for the failure of media or suppliers to properly execute their commitments. The client further agrees to indemnify and



hold harmless Robinsons .Inc. against any and all claims for loss, liability or damages arising out of, or in connection with, the work done or to be performed by the agency for and on behalf of the client, including the cost of defending any legal actions that may be brought against the agency arising out of the use of any advertising copy or materials furnished or approved by the client. The client further agrees to indemnify and hold harmless Robinsons Inc. from any and all claims, judgments or costs, including reasonable attorney's fees, that Robinsons Inc. may incur by reason of defending any claim or legal action in which Robinsons Inc. may become involved by reason of any contractual action taken on behalf of the client under the terms of this agreement.



APPOINTMENT AS AGENCY OF RECORD

JK

Robinsons Inc. is hereby appointed the advertising agency of record for Dewe Rogerson Limited (Anguilla Department of Tourism) and is authorized to perform on its behalf in accord with the terms stipulated in this agreement. This appointment becomes effective ~~September 1~~ ^{November 1}, 1979, for a minimum period of one year. It may be terminated at the end of one year by three-month prior notice in writing provided by an authorized representative of their party. If such termination is not effected, this agreement shall continue until terminated by either party by three-month prior notice in writing.

Name:

Signature:

Representing:

Title:

J.R.D. de vphugh
[Signature]
DEWE ROGERSON LTD
Director

30/1/80

Name:

Signature:

Representing:

Title:

JAMES PEPPERDINE
[Signature]
Robinsons Inc.
VICE PRESIDENT

Date:

11/21/79

20012A 50 E AN201

(12) 20012 F/DA
AIR 1

1. Nov 1, 1979 - Nov 30
2. Dec 1 - Dec 31
3. Jan 1 1980 - Jan 31
4. Feb 1 - Feb 29
5. Mar 1 - Mar 31

Staffing and support services, per agency of record agreement, executed January 30, 1980, including:

Dr. Peter C. Yesawich, Vice President Marketing

2 Hours @ 33.48 UK

\$75.00 US

James Pepperdine, Vice President Sales

20 Hours @ 22.32 UK

\$50.00 US

Jan Nelson, Account Manager

20 Hours @ 11.16 UK

\$25.00 US

November 1 - 30, 1979 -- -- -- -- -- -\$1,650.00 U.S. 736.58

POUNDS
STERLING

Dewe Rogerson Limited

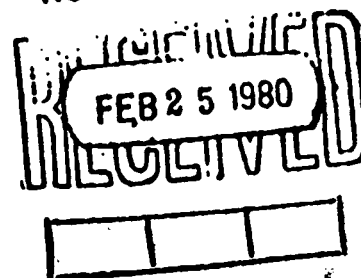
4 Broad Street Place, Blomfield Street,
London EC2M 7HE Reg. Office
Reg. Number 960343/England
Telephone 01-638 9571 Telex 883610

30th January, 1980

Our Ref: JdeU/VF

P. Yesawich Esq, Ph.D.,
Vice President, Marketing,
Robinsons Inc.,
P.O. Box 7725,
Orlando,
Florida 32854,
U.S.A.

ROBINSONS INC.



Dear Peter,

Further to my telex of today's date I confirm that we have been reappointed by the British Overseas Development Ministry to handle the Anguilla tourism marketing project for a further 12 months from 1 November 1979.

I am thus able also to confirm that the budget for work and costs which can be incurred by your company and which can be charged to us during the period 1 November 1979 to 31 October 1980 is as follows, expressed in pounds sterling:

	£
1. Staffing and support services	8,839
2. Information services, including postage, telex, telephone	1,700
3. Stationery	1,200
4. Press relations	530
5. Photo library	525
6. Seminars and workshops	1,280
7. Travel in market area	1,050
8. Travel to Anguilla	300

TOTAL **£15,424**

As last year, section 1, the fees for staffing, is an absolute figure. Other budget headings are flexible within

Cont/...

Cont/...

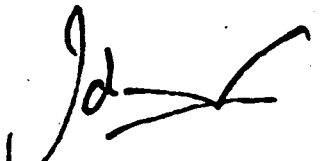
your judgement provided the total of £15,424 is not exceeded.

The contract returned with this letter has been amended as appropriate to account for the revised start date and the fact that the Ministry has placed sterling limits on budgets, rather than U.S.\$ limits. I have initialled these changes.

May I suggest that you immediately invoice us for work undertaken to date so that we can clear up any backlog of charges for the period when you have kindly worked on a good faith basis.

I look forward to the continuing relationship between our companies and thank you for your patience whilst we and the Tourism Department in Anguilla were sorting out the new contract details with the Ministry.

Yours sincerely,



John de Uphaugh

Encl: Contract dated 30 January 1980